

APPENDIX J:

Resolution KB-1020-2001, Tribal Conservation District Act

KEWEENAW BAY INDIAN COMMUNITY

I TRIBAL COUNCIL

LEONARD "Bill" CARDINAL, Chairman
GARY LOONSFOOT, SR., Vice-Chairman
WILLIAM JONDREAU, Secretary
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RESOLUTION KB-1020-2001

WHEREAS, The Keweenaw Bay Indian Community is a duly recognized Indian Reservation under the Indian Reorganization Act of June 18, 1934, (48 Stat. 984) as amended by the Act of June 15, 1935, (49 Stat. 378), and

WHEREAS, The Keweenaw Bay Tribal Council has a vital concern for the welfare of its tribal membership and is authorized to act in all matters that concern the welfare of the Tribe, and

WHEREAS, the protection, preservation and use of the fisheries, wildlife, and plant resources is a priority to the tribal community, and

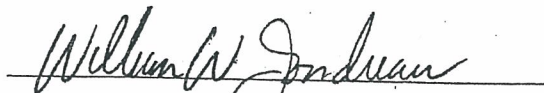
WHEREAS, the United States Department of Agriculture recognizes the ability of Tribal governments to establish Conservation Districts and manage their natural resources.

NOW THEREFORE BE IT RESOLVED THAT the Keweenaw Bay Tribal Council shall establish the formation of the Keweenaw Bay Indian Community Conservation District Act.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Keweenaw Bay Tribal Council hereby endorses and directs the Tribal Council Chairman to execute a mutual agreement with the United States Secretary of Agriculture for cooperative conservation of natural resources.

CERTIFICATION

The foregoing resolution was duly adopted by the Keweenaw Bay Tribal Council with a quorum present on this 25th day of October 2001, by a vote of 10 in favor, 0 opposed, and 0 abstaining.



William Jondreau, Secretary
Keweenaw Bay Tribal Council

**KEWEENAW BAY INDIAN COMMUNITY
CONSERVATION DISTRICT ACT**

AN ACT to declare the necessity of creating governmental subdivisions of the tribe, to be known as "Keweenaw Bay Indian Community Conservation District," to engage in conserving and enhancing soil, water, air, animal and plant resources; to establish the Keweenaw Bay Natural Resources Committee, and to define its powers and duties; to provide for the creation of conservation districts; and to provide for the exercise of such powers; to authorize financial assistance to such conservation districts; to declare the effect of this act; and for other purposes.

The People of the Keweenaw Bay Indian Community enact:

Conservation District Act.

Section 1.

This act may be known and cited as the Keweenaw Bay Indian Community Conservation District Act.

Declaration of policy.

Section 2.

Declaration of policy. It is hereby declared to be the policy of the Keweenaw Bay Tribal Council to provide for the conservation of all natural resources of this tribe, and for the control and prevention of soil erosion, and thereby to preserve natural resources, control floods, prevent impairment of dams, reservoirs and free flowing streams, assist in maintaining the navigability of rivers and harbors, preserve fish and wildlife, protect tribal lands, preserve and enhance native species communities, and identify and quantify tribal cultural resources, and protect and promote the health, safety, and general welfare of the people of this tribe.

It is the intent of this Act that Community members/ land users will, through their own initiative, utilize the Keweenaw Bay Natural Resources Committee as a clearinghouse for tribal resource concerns. These concerns will be addressed by the Keweenaw Bay Natural Resources Committee through advice, technical assistance, resource identification, and other corrective actions. The Keweenaw Bay Natural Resources Committee

will keep the Tribal Council informed of the nature and scope of tribal resource issues of which they are apprised.

Definitions.

Section 3. As used in this act:

- (A) "District" or "conservation district" means that area defined by the Keweenaw Bay Tribal Council.
- (B) "Committee" or "Keweenaw Bay Natural Resources Committee" or "Natural Resources committee" means the agency or governmental subdivision created in Section 4, of this Act.
- (C) "Tribe" means Keweenaw Bay Indian Community.
- (D) "Agency of this tribe" includes the government of this tribe and any subdivision, agency or instrumentality, corporate or otherwise, of the government of this tribe.
- (E) "Keweenaw Bay Indian Community" or "agencies of the Keweenaw Bay Indian Community" or "Community" include the Keweenaw Bay Indian Community, the natural resources staff that assists the Keweenaw Bay Tribal Council, and any other department or instrumentality, corporate or otherwise, of the Keweenaw Bay Indian Community.
- (F) "Government" or "governmental" includes the government of the Keweenaw Bay Indian Community, and any subdivision, agency or instrumentality, corporate or otherwise, of either of them.
- (G) "Land occupier" or "occupier of land" includes any person of legal age, firm or corporation who shall hold title to, or shall be in lawful possession of any lands within a district organized under this act, whether as owner, lessee, renter, tenant or otherwise.
- (H) "Due notice" means notice published at least twice, with an interval of at least 7 days between the 2 publication dates, in a newspaper or other publication of general circulation within the appropriate area, or if no publication of general circulation is available, by posting a reasonable number of conspicuous places within the appropriate area, such posting to include, where possible, posting at public places where it may be customary to post notices concerning tribal affairs generally. Said notice shall be sent by first class mail to the last known mailing address. At any hearing held pursuant to the notice, at the time and place designated in the notice, adjournment may be made from time to time without the necessity of renewing the notice for

such adjourned dates.

(I) "Land owner" includes any person, firm or corporation who shall hold title to or has contracted to purchase any lands lying within a district organized under this act.

Keweenaw Bay natural resources committee; chairman, members; record, rules and regulations.

Section 4. Natural Resources Committee.

(A) There is hereby established, to serve as an agency of the tribe and to perform the Functions conferred upon it in this act, the Natural Resources Committee. The committee shall consist of (8) eight members from geographically different areas within the boundaries of the district. The following shall serve as members of the committee: (1) one Tribal Council member and (7) seven tribal members residing in the district and appointed by the Tribal Council. The committee shall keep a record of its official actions, and may perform such acts, hold such public meetings, and promulgate such rules and regulations as may be necessary for the execution of its functions under this act and subject to approval of the Tribal Council.

Same; administrative officer, experts, employees, office, supplies, etc.

(B) The natural resources committee, subject to approval of the Tribal Council, may employ an administrative officer and such technical experts and such other agents and employees, permanent and temporary, as it may require, and shall determine their qualifications, duties, and compensation. The committee may call upon the office of the tribal attorney for such legal services as it may require. The committee may also call upon the tribal natural resources department, tribal realty department, Bureau of Indian Affairs and any pertinent local, state, or federal staff for assistance. These departments shall participate when reasonable and feasible given due consideration of their other duties. The Committee shall have authority to delegate to its chairman, to 1 or more of its members, or to 1 or more agents or employees, such powers and duties as it may deem proper. At the discretion of the Tribal Council, the committee shall be supplied with necessary office accommodations and shall be furnished with the necessary supplies and equipment.

Same; term, quorum, compensation and expenses.

(C) The Tribal Council member assigned to the committee shall be designated as the chairman. Committee membership is restricted to KBIC members permanently residing within the district. The terms for the first 7 committee members appointed after the effective date of this Act shall be as follows: two members shall be appointed for a one year term, two members shall be appointed for a two year term, and the other three members shall be appointed for three year terms, and after the first appointment each committee member shall be appointed or elected for a period of three years.

A majority of the committee shall constitute a quorum, and the concurrence of a majority in any matter within their duties shall be required for its determination. The members of the committee shall be entitled to expenses, including traveling expenses, necessarily incurred in the discharge of their duties on the committee.

(D) A committee member shall hold office until his successor has been elected and qualified. Vacancies shall be filled by appointment by the tribal council until the next annual meeting at which time a committee member shall be elected or appointed to fill the unexpired or full term.

(E) The tribal council shall prescribe rules and regulations governing the conduct of elections at annual meetings and appointments.

(F) The committee shall furnish to the tribal council, upon request, copies of such ordinances, rules, regulations, orders, contracts, forms, and other documents as they shall adopt or employ, and such other information concerning their activities as it may require in the performance of its duties under this act.

(G) The committee shall provide for the execution of surety bonds for all employees and officers who shall be entrusted with funds or property; shall provide for the keeping of a full and accurate record of all proceedings and of all resolutions, regulations, and orders issued or adopted; and shall provide for an annual audit of the accounts of receipts and disbursements. Any committee member may be removed by the tribal council upon notice and hearing, for neglect of duty or malfeasance in office.

Same; powers and duties.

Section 5.

In addition to the duties and powers hereinafter conferred upon the committee, it shall have the following duties and powers:

(A) To approve, coordinate, and implement the programs of the conservation district organized under tribal laws.

(B) To secure the cooperation and assistance of the Keweenaw Bay Indian Community and any of its agencies, in it's work and to formulate such policies and procedures, as the committee deems necessary relative to the extension of aid in any form from federal, tribal or state agencies.

(C) To disseminate information throughout the tribe concerning it's activities and programs.

(D) To conduct surveys, investigations, and research relating to soil, water, air, plants, and animal resources and to undertake preventative and control measures needed, to publish the results of such surveys, investigations, or research, and to disseminate information concerning such preventative, enhancement and control measures: Provided, however, that in order to avoid duplication of research activities, it shall inform the appropriate tribal department before initiating said research;

(E) To conduct demonstrational/ educational projects within the district on lands owned or controlled by this tribe or any of its agencies, with the cooperation of the agency administering and having jurisdiction thereof, and on any other lands within the district upon obtaining the consent of the owner of such lands or the necessary rights or interest in such lands, in order to demonstrate by example the means, methods, and measures by which all natural resources may be conserved and/ or enhanced;

(F) To carry out preventative, enhancement and control measures within the district including, but not limited to, engineering operations, fish and wildlife improvements, methods of cultivation, the growing of vegetation, changes in use of land, and other measures to achieve purposes listed in declaration of policy, on lands owned or controlled by this tribe or any of its agencies, with the cooperation of the agency administering and having jurisdiction thereof, and on any other lands within the district upon obtaining the consent of the owner of such lands or the

necessary rights or interests in such lands;

(G) To cooperate, or enter into agreements with, and within the limits of appropriations duly made available to it by law, to furnish financial or other aid to, any agency, governmental, tribal or otherwise, or any land owner, or his designated representative, of lands within the district, in the carrying on of natural resources control and prevention operations within the district, subject to such conditions as the committee may deem necessary to advance the purposes of this act;

(H) Subject to Council Approval, to obtain options upon and to acquire on behalf of the Keweenaw Bay Indian Community by purchase, exchange, lease, gift, grant, bequest, devise, or otherwise, any property, real or personal, or rights or interest therein; to maintain, administer, and improve any properties acquired, to receive income from such properties and to expend such income in carrying out the purposes and provisions of this act; and to lease any of its property or interests therein in furtherance of the purposes and the provisions of this act;

(I) To make available, on such terms as it shall prescribe, to land owners, or their designated representatives, within the district, agricultural, natural resources and engineering machinery and equipment, fertilizer, seeds, and seedlings, and such other material or equipment, as will assist such land owners, or their designated representatives, to carry on operations upon their lands for the conservation and/ or enhancement of natural resources;

(J) To construct, improve, and maintain such structures as may be necessary or convenient for the performance of any of the operations authorized in this act;

(K) To develop comprehensive plans for the conservation and/ or enhancement of natural resources and for the control and prevention of soil erosion within the district, which plans shall specify in such detail as may be possible, the acts, procedures, performances, and avoidances which are necessary or desirable for the effectuation of such plans, including the specification of engineering operations, methods of cultivation, the growing of vegetation, fish and wildlife enhancement, cropping programs, tillage practices, and changes in use of land; and to provide to the tribal council such plans and information and bring them to the attention of occupiers of land within the tribal district;

(L) Subject to the approval of the Tribal Council, to take over, by purchase, lease, or otherwise, and to administer, any soil-conservation, erosion-control, or erosion-prevention project located within its boundaries undertaken by the Keweenaw Bay Indian Community or any of its agencies; to manage, as agent of the Keweenaw Bay Indian Community or any of its agencies, any soil-conservation, erosion-control, or erosion-prevention project within its boundaries; to act as agent for the Keweenaw Bay Indian Community, or any of its agencies, in connection with the acquisition, construction, operation or administration of any natural resources project within its boundaries; to accept donations, gifts, and contributions in money, services, materials, or otherwise, and to use or expend such moneys, services, materials, other contributions in carrying on its operations subject to such policies and procedures as adopted by the tribal council, and to accept moneys, gifts, and donations not hereto fore provided for;

(M) To facilitate the free exchange of information between conservation district organized by the State of Michigan pursuant to Public Act 297 of 1937, as amended, and tribal agencies and tribal conservation district to the extent deemed necessary by the Tribal Council for the best interests of the Tribal Conservation District, the committee shall coordinate it's activities with said Michigan and other tribal conservation districts. The Committee may, to the extent possible, participate in Michigan and National district organizations and pursue joint ventures with other conservation district when mutually beneficial.

(N) Subject to the approval of the Tribal Council, agencies of this tribe which have jurisdiction over, or are charged with the administration of, any tribally owned lands, and any other governmental subdivision of the tribe which has jurisdiction over, or is charged with the administration of, any other publicly owned lands, lying within the boundaries of any district, shall cooperate to the fullest extent with the committees in the effectuation of programs and operations undertaken by the district under the provisions of this Act. The Committee shall be given free access to enter and perform work upon such tribally or publicly owned lands.

(O) Subject to Tribal Council approval, the committee may cooperate with and enter into agreement with a county, township,

municipality or other subdivision of state government in order to carry out the provisions of this Act. The Committee may accept materials, equipment, moneys, personnel and other services as the governmental subdivision of the Community.

(P) Members of the committee cannot accept any position created by the committee for which salary is paid, nor may they engage in any business that is promoted by the committee as part of or contributes to the conservation program.

Creation of conservation district; procedure; contents.

Section 6.

The Tribal Council shall create such conservation districts as needed to preserve land lying within its territorial jurisdiction. When creating said districts, the Council shall set forth:

- (1) That there is need, in the interest of the public health, safety and welfare, for a conservation district to function in the territory described by the Tribal Council.
- (2) A description of the territory to be organized as a district, which description shall not be required to be given by metes and bounds or by legal subdivisions, but shall be deemed sufficient if generally accurate.
- (3) A district which includes existing watersheds and agricultural regions and other tribal conservation districts already organized or proposed for organization under this act and such other physical, geographical and economic and social factors as are relevant.

Expansion of additional territory or district.

Section 7.

The Tribal Council may decide at any time to add territory or district boundaries, expand existing district, or re-designate district boundaries.

Powers of district and directors.

Section 8. Discontinuance of district.

At any time 5 years after the organization of the district under the provisions of this act, the Tribal Council may terminate the existence of the district.

Adopted By Keweenaw Bay Tribal Council on 10/25/01.

COOPERATIVE WORKING AGREEMENT
Between the
NATURAL RESOURCES CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE
And
THE KEWEENAW BAY INDIAN CONSERVATION
DISTRICT

For their Cooperation in the
Conservation of Natural Resources

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of United States Department of Agriculture (USDA), and the Keweenaw Bay Indian Conservation District, collectively referred to as the parties, to define the roles and responsibilities of the parties.

AUTHORITIES, STATUTES, LAWS

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October, 1994.

The Tribal authority for participation is defined in the Keweenaw Bay Tribal Council Resolution # KB-1020-2001 on October 25, 2001.

The purpose of this agreement is to supplement the Mutual Agreement between the United States Department of Agriculture and the Keweenaw Bay Indian Conservation District. This cooperative working agreement documents those areas of common interest of the federal and Tribal partnership in natural resource conservation.

The customers of the parties to this agreement are both tribal & non-tribal individual land-owners/land users, federal and Tribal land management agencies, tribal natural resources staff, groups, and units of government. The parties mutually agree to provide leadership in resource conservation. To accomplish this,

we share a commitment to listen, anticipate and respond to our customers' needs; anticipate, identify, and address issues; maintain decision-making at the lowest level; advocate comprehensive resource management planning, maintain and improve our grass-roots delivery system; build new alliances to expand our partnership; foster economically viable environmental policies; improve the quality of life for future generations; and conserve and enhance our natural resources.

The parties pledge to work together by advancing and practicing teamwork; including input in the decision-making process; communicating, coordinating, and cooperating; sharing opportunities; promoting mutual respect, support, trust, and honesty; and sharing the leadership and ownership, the credit and the responsibility. A mutual goal is to improve our efficiency and effectiveness by putting quality first; empowering people to make decisions; demonstrating professionalism and dedication and striving for continuous improvement.

ROLES AND RESPONSIBILITIES:

PERSONNEL

Each party is responsible for the hiring, management, supervision, development, and evaluation of its own personnel, including creating an environment that supports a diverse work force for NRCS and recognizing Tribal hiring preference in accordance with the Indian Reorganization Act of 1934 (25 U.S.C. 497).

TRAINING

The parties will provide appropriate leadership in administrative and technical training as determined by program needs. Training also includes the orientation of all employees and official in organizational philosophies, programs, authorities, roles and responsibilities of the parties.

State, Federal, and Tribal parties will offer tailored training opportunities to each other.

EMPLOYMENT

The parties will share information to better coordinate individual staffing plans so all the necessary disciplines for adequate program delivery are considered.

Employee evaluations will be done independently by the employing organization/party.

TECHNICAL AND ADMINISTRATIVE ASSISTANCE

The parties will work together to determine the amount of technical and administrative assistance needed and available for program delivery at each level. Such assistance may include contracts, agreements, procurement, watershed planning, personnel, grant writing assistance, engineering assistance, and/or other assistance provided by the parties.

PROGRAM DELIVERY

ANNUAL PLAN

An annual plan will be developed locally with projects and needed budgets that will address the next fiscal year and will be forwarded to the Secretary of Agriculture and Natural Resources Conservation Service, Michigan Conservationist.

NATURAL RESOURCE PLANS

The parties will coordinate with public and private resource groups, other resource agencies, and interested parties to share information and resources used in the development of the Integrated Resource Management Plan for the reservation & applicable 1842 treaty area.

RESOURCE INVENTORIES

The parties agree to identify, define, and coordinate the collection and use of natural resource inventory data.

The creation of soil survey GIS layers will receive high priority.

The parties will cooperate in monitoring and validating the resource inventory data to assure that the data meets the needs of the resource planning and evaluation processes.

CULTURAL RESOURCE AWARENESS

The parties will insure that cultural resources are a part of all documents and that those resources are protected and preserved.

INFORMATION SHARING

The parties will designate who has responsibility for the collection, location of data and the maintenance of particular resource information.

Parties will agree to work toward establishing and maintaining shareable databases.

BOUNDARIES

Keweenaw Bay Indian Conservation District Boundaries will be all the 1842 ceded territory in Michigan including the L'Anse Reservation in Baraga County (see map).

MARKETING

The parties will coordinate their efforts in the communication of program information to their varied customers and clientele groups.

TECHNICAL STANDARDS

The parties will adopt the NRCS Field Office Technical Guide (FOTG) and other science base technical standards, as appropriate.

JOB APPROVAL

Each party will assign conservation practice (job approval) authority to its personnel based on employee knowledge, skill and ability levels and within the party's applicable laws and guidelines.

MAINTENANCE OF STANDARDS

The parties will develop a process to establish and maintain consistent standards.

RECORDS, FACILITIES, AND EQUIPMENT

WORKING SPACE

The Tribe will provide a satellite office space as needed by the Natural Resources Conservation Service per the FACT ACT, Title XXV, and Section 2501.

EQUIPMENT

The parties agree to share equipment for common use within established guidelines and procedures.

RECORDS MANGEMENT

The parties will define legal requirements and limitations for access and use of relevant records. The parties will agree on the maintenance, update, and disposition of relevant records.

FUNDING

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs. Parties will work collectively and cooperatively in all grant writing endeavors pursuing funding for Natural Resource Programs and Projects.

FEE FOR SERVICES

The parties recognize that nonfederal signatories may establish procedures to collect fees, where permissible, for the delivery of such services that are not provided through federal financial or technical assistance.

TORT LIABILITY

The parties will each assume responsibility for the action of their officials or employees acting within the scope of their employment to the extent provided by both tribal and federal laws.

ACCOUNTABILITY

The parties will design and implement an outcome-based evaluation system to determine if both resource and customer needs are being met.

SCOPE OF AGREEMENT

Authority to carry out specific projects or activities will be based on a government-to-government relationship, the transfer of funds, acquisition of services and property; will be established under separate agreement.

CIVIL RIGHTS

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Acts of 1975, American with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in , be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof, that the Keweenaw Bay Tribe may provide for Tribal hiring preference in accordance with the Indian Reorganization Act of 1934 (U.S.C. 479).

TERMINATION

This agreement can be modified or terminated at any time by mutual consent of all parties by any party giving 60 days written notice to the other parties.

**KEWEENAW BAY
INDIAN COMMUNITY**

**UNITED STATES DEPARTMENT
OF AGRICULTURE
NATURAL RESOURCES
CONSERVATION SERVICE**

By: Leonard Cardinal
(Tribal Chairperson)

By: Ronald C. Williams
State Conservationist)

Date: 5-23-02

Date: 05/23/02

**MUTUAL AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE
AND
THE KEWEENAW BAY INDIAN COMMUNITY**

**For their Cooperation in the
Conservation of Natural Resources**

THIS AGREEMENT is between the United States Department of Agriculture (USDA) and the Keweenaw Bay Indian Community

The authority of USDA to enter into this agreement is the Soil Conservation and Domestic Allotment Act 16.590; the Department of Agriculture Reorganization Act of 1994, Public Law No. 103-345; and the Secretary's Memorandum No. 1010-1, dated October 20, 1994. The Keweenaw Bay Tribal authority is defined in the Keweenaw Bay Tribal Resolution KB1020-2001 passed on October 25th, 2001.

STATEMENT OF PURPOSE

The parties have the common objective of assisting people in their efforts to utilize and manage natural resources in accordance with their capabilities and needs for protection and improvement. Each party is independent, has its respective responsibilities, yet recognizes the need to coordinate as a federal, state, and local partnership for the successful delivery of conservation program related to our soil, water, air, plant, animal and human resources. Therefore, the parties will cooperate to implement their respective long-range natural resources conservation programs considering available resources, statutory authorities, and regulations. The parties will develop appropriate agreements to further define this relationship.

IT IS UNDERSTOOD THAT:

Broad-based conservation programs delivered through the cooperation of the USDA, the Keweenaw Bay Indian Community and the Keweenaw Bay Conservation District are vital to the protection of the natural resources, economic stability and well being of our Nations.

The parties reaffirm the relationship between the USDA and the Keweenaw Bay Indian Community. The Secretary will continue, within the terms of various statutes administered by USDA, to carry out broad conservation programs of assistance encompassing technical, research, education, and financial assistance to land owners and users through the Keweenaw Bay Conservation District and the Keweenaw Bay Indian Community.

The parties also recognize and encourage a continued commitment from the Keweenaw Bay Indian Community in aiding administration, coordination, financing, and the delivery of conservation programs through the Keweenaw Bay Conservation District and the Keweenaw Bay Indian Community.


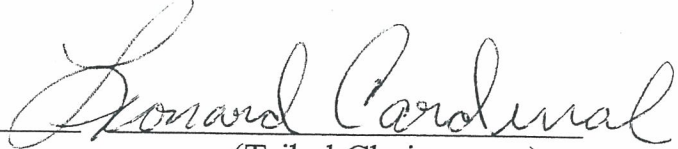
This agreement establishes an enduring basis for cooperation and assistance between the parties to achieve common natural resource conservation goals and objectives. Authority to carry out specific projects or activities, such as the transfer of funds, acquisition of services, and property will be carried out under separate agreements. The parties will encourage other natural resource related agencies to develop similar agreements.

The signatories will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1978 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Acts of 1975, American with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7 CFR- 15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof, that the Keweenaw Bay Indian Community may provide for Tribal hiring preference in accordance with the Indian Reorganization Act of 1934 (U.S.C. 479).

This agreement can be modified or terminated at any time by mutual consent of all parties of by giving 60 days written notice to the others.

This agreement supersedes all previous Memorandums of Understanding.

UNITED STATES DEPARTMENT OF AGRICULTURE KEWEENAW BAY INDIAN COMMUNITY

By:  
(Secretary of Agriculture) (Tribal Chairperson)

Date: FEB 13 2002 Date: 3-1-02